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2 Nevada Bar No. 5859
3 NICHOLAS A. KOFFROTH, ESQ.
4 Nevada Bar No. 16264
5 ZACHARY T. WILLIAMS, ESQ.
6 Nevada Bar No. 16023
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16 *Counsel for Debtor*

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1 Cash Cloud, Inc. dba Coin Cloud (“Debtor”), debtor and debtor in possession in the above-
 2 captioned case (the “Chapter 11 Case”), by and through its undersigned counsel, Fox Rothschild LLP
 3 hereby files the *Proposed Order: (A) Confirming Auction Results; (B) Approving the Sale of Certain*
4 of Debtor's Assets to Heller Capital Group, LLC, and Genesis Coin, Inc., Free and Clear of Liens
5 Claims, Encumbrances, and Other Interests; (C) Authorizing the Assumption and Assignment of
6 Certain of the Debtor's Executory Contracts and Unexpired Leases Related Thereto; and (D)
7 Granting Related Relief (the “Sale Order”).

8 A copy of the proposed Sale Order is attached hereto.

9 Dated this 27th day of June 2023.

10 **FOX ROTHSCHILD LLP**

11 By: /s/Brett A. Axelrod
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 20 *Counsel for Debtor*

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

16 In re
17 CASH CLOUD, INC.,
18 d/b/a COIN CLOUD,
19 Debtor.

1 Case No. BK-23-10423-mkn
2 Chapter 11
3
4 **ORDER: (A) CONFIRMING AUCTION**
5 **RESULTS; (B) APPROVING THE SALE**
6 **OF CERTAIN OF DEBTOR'S ASSETS**
7 **TO HELLER CAPITAL GROUP, LLC,**
8 **AND GENESIS COIN, INC., FREE AND**
9 **CLEAR OF LIENS CLAIMS,**
10 **ENCUMBRANCES, AND OTHER**
11 **INTERESTS; (C) AUTHORIZING THE**
12 **ASSUMPTION AND ASSIGNMENT OF**
13 **CERTAIN OF THE DEBTOR'S**
14 **EXECUTORY CONTRACTS AND**
15 **UNEXPIRED LEASES RELATED**
16 **THERETO; AND (D) GRANTING**
17 **RELATED RELIEF**

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Hearing Date: June 28, 2023
Hearing Time: 10:30 a.m.

1 The Court having reviewed and considered the Debtor's *Motion for Order (A) Confirming*
2 *Auction Results; (B) Approving the Sale of Certain of Debtor's Assets to Heller Capital Group, LLC*
3 *and Genesis Coin, Inc. Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (C)*
4 *Authorizing the Assumption and Assignment of Certain of the Debtor's Executory Contracts and*
5 *Unexpired Leases Related Thereto; and (D) Granting Related Relief* [Docket No. 714; as amended
6 by Docket No. ____] (the "Motion"),¹ the *Declaration of Daniel Ayala* [Docket No. 715], the
7 *Declaration of Daniel Moses* [Docket No. 716], the *Declaration of Daryl Heller* [Docket No. 717],
8 and the *Declaration of Jorge Fernandez* [Docket No. 718] in support thereof, and any objections
9 thereto, and the arguments of counsel made, and the evidence adduced at the hearing before the Court
10 on June 28, 2023 (the "Sale Hearing"); and upon the record of the Sale Hearing and this Chapter 11
11 Case and proceedings, and after due deliberation thereon; and the Court having determined that the
12 relief sought in the Motion is in the best interests of Debtor, its creditors and all parties in interest;
13 and the Court having determined that the legal and factual bases set forth in the Motion establish just
14 cause for the relief granted herein, therefor:

15 **THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:²**

16 A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and over the
17 persons and property affected hereby.

18 B. Consideration of the Motion constitutes a core proceeding under 28 U.S.C.
19 § 157(b)(2).

20 C. Venue for this case and proceedings on the Motion is proper in this district pursuant
21 to 28 U.S.C. §§ 1408 and 1409.

22
23
24 ¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

25 ² The findings and conclusions set forth herein constitute the Court's findings of fact and
26 conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant
27 to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute
28 conclusions of law, they are adopted as such. To the extent that any of the following conclusions of
law constitute findings of fact, they are adopted as such. Any findings of fact or conclusions of law
stated by the Court on the record at the Sale Hearing are hereby incorporated, to the extent they are
not inconsistent herewith.

1 D. The statutory and legal predicates for the relief requested in the Motion and provided
2 for herein are Bankruptcy Code sections 105(a), 363(b), 363(f), 363(m) and 365, Bankruptcy Rules
3 2002, 6004, 6006, 9007, 9008 and 9014, and Local Rules 2002, 6004, 6006 and 9014.

4 E. The Court's *Order Establishing Bidding Procedures and Related Deadlines* [Docket
5 No. 483] (as amended by Docket Nos. 538 & 648, the "Bidding Procedures Order"), among other
6 things, approved the Bidding Procedures attached thereto as Exhibit A, and authorized the Debtor to
7 sell all or substantially all of its assets pursuant to the Bidding Procedures.

8 F. One or more Qualified Bids having been timely submitted, pursuant to the Bidding
9 Procedures Order, the Debtor held the Auction on June 2, 2023, at the offices of Fox Rothschild,
10 1980 Festival Plaza Drive, Suite 700, Las Vegas, Nevada 89135. At the Auction, the Debtor selected
11 Heller Capital Group, LLC (“Heller Capital”), Genesis Coin, LLC (“Genesis Coin”) and Mr.
12 Christopher McAlary as the Winning Bidders for separate sets of Assets.

13 G. The Debtor timely filed with the Court and served on the Debtor's mailing matrix the
14 *Notice of Auction Results Regarding Sale of Substantially All of the Debtor's Assets* [ECF No. 618,
15 corrected by ECF No. 621].

16 H. On June 16, 2023, the Debtor filed the Motion,³ seeking the Court’s authority to:
17 (1) sell the Heller Assets, and assume and assign the Assumed Contracts (as defined below), to Heller
18 pursuant to the Heller APA; and (2) sell the Genesis Coin Assets to Genesis Coin pursuant to the
19 Genesis Coin APA (collectively, the “Sales”).

20 I. The Debtor served its *Notice of Bidding Procedures and Deadlines* [ECF No. 511,
21 Exhibit H] in the manner required by the Bidding Procedures Order and adequate notice of Bid
22 Procedures, the Auction and the Sales has been given.

23 J. The Court has received sufficient information to find that: (1) the Heller APA
24 represents the highest or otherwise best offer for the Heller Assets; (2) the Genesis Coin APA
25 represents the highest or otherwise best offer for the Genesis Coin Assets; and (3) each of Heller
26 Capital and Genesis Coin (collectively, the “Winning Bidders” or “Purchasers”) is a “good faith

³ On June 20, 2023, the Debtor filed an amendment to the Motion.

1 purchaser" for purposes of Section 363(m) of the Bankruptcy Code.

2 K. The Court has received sufficient information to find that the Estate's right, title and
3 interest in and to the Heller Assets and the Genesis Coin Assets (collectively, the "Purchased Assets")
4 may be sold to the Winning Bidders free and clear of all liens, claims, interests, and encumbrances
5 (except as otherwise set forth in the Heller APA and Genesis Coin APA (collectively, the "Purchase
6 Agreements")), including any claims based on successor, transferee, or environmental liability, on
7 the terms set forth in the Purchase Agreements pursuant to Section 363(f) of the Bankruptcy Code
8 because, with respect to each of such liens, claims, interests, and encumbrances: (1) applicable
9 nonbankruptcy law permits the sale of the Purchased Assets free and clear of such liens, claims,
10 interests, and encumbrances; (2) the entities holding such liens, claims, interests, and encumbrances
11 have consented to the sale of the Purchased Assets free and clear of such liens, claims, interests, and
12 encumbrances; (3) the Purchase Price (as defined in the Purchase Agreements) exceeds the aggregate
13 value of all such liens, claims, interests, and encumbrances; (4) such liens, claims, interests, or
14 encumbrances are in bona fide dispute; or (5) the entities holding such liens, claims, interests, and
15 encumbrances can be compelled, in a legal or equitable proceeding, to accept a money satisfaction of
16 such liens, claims, interests, and encumbrances.

17 L. Heller Capital has provided the non-Debtor parties to all Assumed Contracts with
18 sufficient information about its financial wherewithal that, combined with its payment of the cure
19 costs associated with such Assumed Contracts, constitutes adequate assurance of future performance
20 under such Assumed Contracts pursuant to Section 365(b) of the Bankruptcy Code.

21 M. The Court has considered and overruled any and all objections to the Motion and the
22 Sales and determined that the Sales and entry of this Order at this time is in the best interests of the
23 Debtor, the Estate and its creditors and other parties in interest.

24 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

25 1. The Sales and Purchase Agreements are approved, subject to the terms of this Order.

26 2. The Debtor is authorized and directed to enter into and perform its obligations under
27 the Purchase Agreements to the extent provided therein, and to take such further actions as the Debtor
28 deems necessary to effectuate the Sales. The Winning Bidders are authorized and directed to enter

1 into and perform their obligations under the Purchase Agreements.

2 3. The Winning Bidders and the Debtor are authorized to make modifications to the
3 Purchase Agreements and documents related thereto not materially inconsistent with the economic
4 and other terms of the Sales, in consultation with the Consultation Parties, by mutual agreement on
5 or after the date of this Order.

6 4. The Court hereby approves the transfer of all of the Debtor's and the Estate's right,
7 title and interest in and to the Purchased Assets, to the Winning Bidders, free and clear of all liens,
8 claims, interests and encumbrances (except as otherwise set forth in the Purchase Agreements),
9 including any claims based on successor, transferee or environmental liability, on the terms set forth
10 in the Purchase Agreements, pursuant to Section 363(f) of the Bankruptcy Code.

11 5. The only liabilities assumed by Winning Bidders are as specifically set forth in the
12 Purchase Agreements, including the Assumed Liabilities (as defined in the Heller APA), the Seller
13 Note and the Guaranty (each as defined in the Genesis Coin APA).

14 6. Neither Purchaser shall be deemed to: (a) be the successor of or successor employer
15 (as described in COBRA and applicable regulations thereunder) to the Debtor, including with respect
16 to any workers' compensation Liabilities, collective bargaining agreements and any benefit plans,
17 any common law successor liability in relation to any pension plan, including with respect to
18 multiemployer withdrawal liability, and/or in relation to any employee, (b) have, de facto, or
19 otherwise, merged with or into the Debtor, (c) be a mere continuation or substantial continuation of
20 the Debtor or the enterprise(s) of the Debtor, or (d) be liable for any acts or omissions of the Debtor
21 in the conduct of the Debtor's business or arising under or related to the Purchased Assets or
22 employees or former employees of the Debtor other than as expressly set forth in the Purchase
23 Agreements. Without limiting the generality of the foregoing, and except as otherwise provided in
24 the Purchase Agreements, the Parties intend that Purchasers shall not be liable for any encumbrances
25 or liabilities, pledges, options, charges, liabilities, liens, claims (as defined in section 101(5) of the
26 Bankruptcy Code), or interests (including, without limitation, the Excluded Liabilities but other than
27 Assumed Liabilities) of or against the Debtor or any of its predecessors or Affiliates, and Purchasers
28 shall have no successor or vicarious liability of any kind or character whether known or unknown as

1 of the Closing Date (as defined within the Heller APA and Genesis Coin APA), whether now existing
2 or hereafter arising, or whether fixed or contingent, with respect to the Purchased Assets or any
3 Liabilities of the Debtor arising prior to the Closing Date. Except as otherwise provided in the
4 Purchase Agreements, including with respect to the Assumed Liabilities (to the extent expressly
5 authorized by the Purchase Agreements), the Seller Note and the Guaranty, any and all persons or
6 entities are hereby enjoined from pursuing against Purchasers any claim, cost, expense or liability of
7 any type or nature, arising prior to the Closing Date, related in any way to the Debtor or its business
8 or assets (including without limitation the claims and liabilities referenced in this Order that are not
9 expressly assumed by Purchasers in writing) (collectively, the "Enjoined Liabilities"); provided,
10 however, that nothing in this Order shall relieve Heller Capital or Apollo Management, LLC
11 ("Apollo") from its obligations under that certain Interim Management Services Agreement or limit
12 the Debtor's right to enforce such agreement, and this Order may be relied on by Purchasers as a fully
13 enforceable injunction at any time in any forum against any and all such Enjoined Liabilities.

14 7. This Order shall not affect the rights of licensees reserved under Section 365(n) of the
15 Bankruptcy Code, with respect to any license rejected or deemed rejected by the Debtor.

16 8. Each of the Winning Bidders (a) is each hereby found to be a "good faith" purchaser
17 for purposes of Section 363(m) of the Bankruptcy Code, and (b) shall have all the rights and privileges
18 of a "good faith purchaser" for purposes of Section 363(m) of the Bankruptcy Code.

19 9. The assumption and assignment by the Debtor to Heller Capital of the executory
20 contracts and unexpired leases listed on Exhibit A of the Heller APA (the "Assumed Contracts") is
21 approved.

22 10. The Debtor is hereby authorized and directed to assume the Assumed Contracts and
23 assign the Assumed Contracts to Heller Capital.

24 11. The Cure Notices required under the Bidding Procedures Order have all been
25 properly and timely served and any Contract Objections have been overruled or otherwise resolved.
26 The effective date of the assignment of any Assumed Contract to the Heller Capital shall be the date
27 that Heller has fully paid to the non-Debtor party any and all cure costs related to such Assumed
28 Contract (the "Contract Assignment Effective Date"). From and after the Contract Assignment

1 Effective Date as to any Assumed Contract, Heller Capital shall be entitled to exercise all of the
 2 rights and privileges, and receive all benefits, available to it under such Assumed Contract, subject
 3 to the express provisions thereof.

4 12. Upon Heller Capital's payment of any and all cure costs related to such Assumed
 5 Contracts as indicated on Exhibit A of the Heller APA and as set forth in the Cure Notices, Heller
 6 Capital and the Debtor shall be deemed to have provided adequate assurances of future performance
 7 with respect to all such Assumed Contracts for purposes of Section 365 of the Bankruptcy Code.

8 13. The prepetition and postpetition Liens of CKDL Credit, LLC (the "DIP Lender"),
 9 Enigma Securities Limited ("Enigma"), Genesis Global Holdco, LLC ("Genesis"), AVT Nevada L.P.
 10 ("AVT"), or any other perfected secured creditor on the Purchased Assets (collectively, the "Secured
 11 Creditors"), shall immediately attach to the proceeds of the Sales in the same nature, validity, priority,
 12 extent, perfection, and force and effect that such secured claims had on the Purchased Assets
 13 immediately prior to Closing.

14 14. The Debtor has discontinued operations and has swept (or is in the process of
 15 sweeping) its DCMs and depositing the cash therein in its bank accounts. The Debtor is authorized
 16 and directed to timely make the following payments to DIP Lender to be applied by DIP Lender to
 17 reduce the DIP Obligations⁴ until these obligations are paid in full:

- 18 a. \$3,250,000 on or before June 30, 2023;
- 19 b. \$ 750,000 on or before July 7, 2023; and
- 20 c. The balance of the DIP Obligations on such terms as the DIP Lender and the
 21 Debtor shall agree; provided, however, that notwithstanding the foregoing, the
 22 DIP Obligations shall be repaid in full, in cash, no later than the earlier of (i)
 23 July 21, 2023, or (ii) the closing of the Sales.

24 15. At the closing of the Sales, the Debtor is authorized and directed to pay any remaining
 25 DIP Obligations to the DIP Lender through the date of the closing of the Sales, as specified in and in
 26 accordance with the *Final Order Under Bankruptcy Code Sections 105, 361, 362, 363, 364(c)(1)*,
 27

28

⁴ As defined in ECF No. 315

1 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) and Bankruptcy Rules 2002, 4001, 6004 and 9014(I) (I)
2 Authorizing Debtor to (A) Obtain Post-Petition Financing and (B) Grant Adequate Protection
3 [Docket No. 315] (the “DIP Order”) provided that, in accordance with the DIP Order, the DIP Lender
4 will recover first from Cash (as defined in the DIP Order) before recovering from any Sales proceeds.

5 16. The Debtor is authorized and directed to, pursuant to the Bid Procedures Order and
6 the Stalking Horse Bid, (i) pay to RockItCoin, directly from Sales proceeds, the amount of the Break-
7 Up Fee and Expense Reimbursement (as defined within the Bid Procedures Order and Stalking Horse
8 Bid), in the amount of \$336,060.00 (the “RockItCoin Reimbursement”), and (ii) return to RockItCoin
9 its deposit held in escrow, in the amount of \$629,200.00 (to the extent not yet returned).

10 17. Within five (5) business days of the entry of this Order, the Debtor will prepare and
11 deliver to the Committee and the Secured Creditors, a statement, together with a copy of all backup
12 documentation (a “Calculation Statement”), setting forth the Debtor’s good faith calculation and
13 reasonably detailed explanation of any costs and expenses that the Debtor asserts are payable to the
14 Debtor’s estate in accordance with section 506(c) of the Bankruptcy Code (such asserted costs and
15 expenses, the “Asserted Surcharge Claims”). The Debtor, the Committee and the Secured Creditors
16 shall have ten (10) business days after the entry of this Order to consult in good faith regarding the
17 Calculation Statement and the Asserted Surcharge Claims, if any (the “Consultation Period”). If the
18 Asserted Surcharge Claims have not been otherwise resolved (the “Disputed Surcharge Claims”) by
19 the expiration of the Consultation Period, the Debtor will file a motion (a “Surcharge Motion”) with
20 respect to the Disputed Surcharge Claims no later than five (5) Business Days after the expiration of
21 the Consultation Period, such that the Surcharge Motion is scheduled to be heard by the Court no
22 earlier than forty-five (45) days after the entry of this Order and no later than sixty (60) days after the
23 entry of this Order.

24 18. After the DIP Obligations (as defined in the Final DIP Order [ECF No. 315]) have
25 been paid in full, in cash, and the RockItCoin Reimbursement has been paid, on the later of (i) the
26 date of the closing of the Sales and (ii) the date on which the Court enters an order with respect to the
27 Surcharge Motion, the Debtor, after subtracting any Sales proceeds determined by the Court to be
28

1 payable by the Secured Creditors to the Debtor's estate in accordance with section 506(c) of the
2 Bankruptcy Code, is authorized and directed to pay the following to Secured Creditors:

- 3 a. to Enigma the Sale proceeds (the "Enigma Collateral Proceeds") allocated to
4 collateral (the "Enigma Collateral") securing the Enigma Secured Claims (as
5 defined in the DIP Order), up to the amount of the allowed Enigma Secured
6 Claims (as specified in the DIP Order); provided that, upon the Closing of the
7 Sales, the Debtor will (a) pay to Enigma the Enigma Collateral Proceeds to the
8 extent such Enigma Collateral Proceeds are in excess of (1) the Disputed
9 Surcharge Claims against Enigma and (2) any other Asserted Surcharge
10 Claims that Enigma has agreed are payable to the Debtor's estate in accordance
11 with section 506(c) of the Bankruptcy Code and (b) hold in escrow the
12 remaining Enigma Collateral Proceeds for the sole use and purpose of
13 distribution to Enigma or payment to the Debtor's estate in respect of the
14 Disputed Surcharge Claims, in each case in accordance with the Court's order
15 with respect to the Surcharge Motion or as otherwise mutually agreed in
16 writing by the Debtor and Enigma. Enigma reserves all rights and defenses
17 with respect to the existence of any Asserted Surcharge Claims and any
18 Surcharge Motion and nothing in this Order shall constitute an admission that
19 any Asserted Surcharge Claims are valid. For the avoidance of doubt, nothing
20 in this Order waives, modifies, alters, or impairs the waiver of surcharge in
21 favor of the DIP Lender contained in paragraph 13 of the Final DIP Order
22 [ECF No. 315]. The contents of this paragraph 18(a) shall be subject to the
23 Committee's preserved challenge rights as to the Enigma Secured Claims.
- 24 b. to AVT the Sale proceeds (the "AVT Collateral Proceeds") allocated to
25 collateral (the "AVT Collateral") securing) securing the AVT secured claim
26 (*see* Claim No. 38) (the "AVT Secured Claim"), up to the amount of the
27 allowed amount of the AVT Secured Claim; provided that, upon the Closing
28 of the Sales, the Debtor will (a) pay to AVT the AVT Collateral Proceeds to

1 the extent such AVT Collateral Proceeds are in excess of (1) the Disputed
2 Surcharge Claims against AVT and (2) any other Asserted Surcharge Claims
3 that AVT has agreed are payable to the Debtor's estate in accordance with
4 section 506(c) of the Bankruptcy Code and (b) hold in escrow the remaining
5 AVT Collateral Proceeds for the sole use and purpose of distribution to AVT
6 or payment to the Debtor's estate in respect of the Disputed Surcharge Claims,
7 in each case in accordance with the Court's order with respect to the Surcharge
8 Motion or as otherwise mutually agreed in writing by the Debtor and AVT.
9 AVT reserves all rights and defenses with respect to the existence of any
10 Asserted Surcharge Claims and any Surcharge Motion and nothing in this
11 Order shall constitute an admission that any Asserted Surcharge Claims are
12 valid. For the avoidance of doubt, nothing in this Order waives, modifies,
13 alters, or impairs the waiver of surcharge in favor of the DIP Lender contained
14 in paragraph 13 of the Final DIP Order.

15 c. to Genesis the Sales proceeds (the "Genesis Collateral Proceeds") allocated to
16 the Genesis Collateral (as defined in the DIP Order) (other than the Enigma
17 Collateral (as defined in, and subject to the Challenge Period set forth in, the
18 DIP Order), and the AVT Collateral), up to the amount of the allowed Genesis
19 Secured Claims (including the amount set forth in the DIP Order); provided
20 that, upon the closing of the Sales, the Debtor will (a) pay to Genesis the
21 Genesis Collateral Proceeds to the extent such Genesis Collateral Proceeds are
22 in excess of (1) the Disputed Surcharge Claims against Genesis and (2) any
23 other Asserted Surcharge Claims that Genesis has agreed are payable to the
24 Debtor's estate in accordance with section 506(c) of the Bankruptcy Code and
25 (b) hold in escrow the remaining Genesis Collateral Proceeds for the sole use
26 and purpose of distribution to Genesis or payment to the Debtor's estate in
27 respect of the Disputed Surcharge Claims, in each case in accordance with the
28 Court's order with respect to the Surcharge Motion or as otherwise mutually

agreed in writing by the Debtor and Genesis. Genesis reserves all rights and defenses with respect to the existence of any Asserted Surcharge Claims and any Surcharge Motion and nothing in this Order shall constitute an admission that any Asserted Surcharge Claims are valid. For the avoidance of doubt, nothing in this Order waives, modifies, alters, or impairs the waiver of surcharge in favor of the DIP Lender contained in paragraph 13 of the Final DIP Order.

19. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Purchase Agreements, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to the Purchasers, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sales.

20. Any appeal seeking to enjoin or stay consummation of the Sales shall be subject to the appellant depositing or posting a bond equal to the then aggregate purchase price, and applicable damages, pending the outcome of the appeal.

21. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

22. To the extent that this Order is inconsistent with any prior Order, the Purchase Agreements, any other document or pleading with respect to the Motion in this Chapter 11 Case, the terms of this Order shall govern.

23. This Order shall be effective immediately upon its entry, and the Court orders that the 14-day delay periods set forth in Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d) shall not apply to stay the effectiveness of this Order. Time is of the essence in approving the Sales, and the Debtor and the Purchasers intend to, and are authorized to, close the Sales as soon as practicable, but no later than July 21, 2023 for the Heller APA, and according to the terms of Article III for the Genesis Coin APA.

1 Prepared and Respectfully Submitted by:

2 **FOX ROTHSCHILD LLP**

3 By /s/Brett A. Axelrod

4 BRETT A. AXELROD, ESQ.

5 Nevada Bar No. 5859

6 1980 Festival Plaza Drive, Suite 700

7 Las Vegas, Nevada 89135

8 *Counsel for Debtor*

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CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021

11 In accordance with Local Rule 9021, counsel submitting this document certifies as follows:

12 The Court has waived the requirement of approval in LR 9021(b)(1).

13 No party appeared at the hearing or filed an objection to the motion.

14 I have delivered a copy of this proposed order to all counsel who appeared
15 at the hearing, any unrepresented parties who appeared at the hearing, and
16 each has approved or disapproved the order, or failed to respond, as
17 indicated below:

18 I certify that this is a case under Chapter 7 or 13, that I have served a
19 copy of this order with the motion pursuant to LR 9014(g), and that no
20 party has objected to the form or content of the order.

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